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10 *Attorneys for Debtors*  
*and Debtors in Possession*

11 **UNITED STATES BANKRUPTCY COURT**  
12 **NORTHERN DISTRICT OF CALIFORNIA**  
13 **SAN FRANCISCO DIVISION**

14 In re

15 PG&E CORPORATION,

16 -and-

17 PACIFIC GAS AND ELECTRIC  
COMPANY,  
18 Debtors.

- 19 ☐ Affects PG&E Corporation  
20 ☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors

Bankruptcy Case  
No. 19-30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**DECLARATION OF SETH GOLDMAN IN  
SUPPORT OF THE FIRST INTERIM FEE  
APPLICATION OF MUNGER, TOLLES &  
OLSON LLP FOR COMPENSATION FOR  
SERVICES AND REIMBURSEMENT OF  
EXPENSES AS ATTORNEYS TO THE  
DEBTORS AND DEBTORS IN  
POSSESSION FOR CERTAIN MATTERS  
FROM JANUARY 29, 2019 THROUGH  
MAY 31, 2019**

**Hearing:**

Date: September 25, 2019

Time: 9:30 a.m. (Pacific Time)

Place: United States Bankruptcy Court  
Courtroom 17, 16th Floor  
San Francisco, CA 94102

1 Pursuant to 28 U.S.C. § 1746, I, Seth Goldman, hereby declare as follows:

2 I am a partner at Munger, Tolles & Olson LLP (“**MTO**” or the “**Firm**”), located at 350 S.  
3 Grand Ave., 50<sup>th</sup> Floor, Los Angeles, California 90071, and have been duly admitted to practice  
4 law in the State of California and the United States District Courts in California. There are no  
5 disciplinary proceedings pending against me.

6 I have read the First Interim Fee Application of Munger, Tolles & Olson LLP, for  
7 Compensation for Services and Reimbursement of Expenses as Attorneys to the Debtors and  
8 Debtors in Possession for Certain Matters from January 29, 2019 through May 31, 2019 (the “**Fee**  
9 **Application**”). Capitalized terms used herein shall have the meaning ascribed to those terms in  
10 the Fee Application unless otherwise defined herein.

11 To the best of my knowledge, information and belief, the statements contained in the Fee  
12 Application are true and correct. In connection therewith, I hereby certify that:

13 a) to the best of my knowledge, information, and belief, formed after reasonable  
14 inquiry, the fees and disbursements sought in the Fee Application are permissible under the  
15 relevant rules, court orders, the Fee Guidelines, and the relevant Bankruptcy Code provisions,  
16 except as specifically set forth herein;

17 b) except to the extent disclosed in the Fee Application, the fees and disbursements  
18 sought in the Fee Application are billed at rates customarily employed by MTO and generally  
19 accepted by MTO’s clients. In addition, none of the professionals seeking compensation varied  
20 their hourly rate based on the geographic location of the Debtors’ cases;

21 c) in providing a reimbursable expense, MTO does not make a profit on that expense,  
22 whether the service is performed by MTO in-house or through a third party;

23 d) in accordance with Rule 2016(a) of the Federal Rules of Bankruptcy Procedure and  
24 section 504 of the Bankruptcy Code, no agreement or understanding exists between MTO and any  
25 other person for the sharing of compensation to be received in connection with the above cases  
26 except as authorized pursuant to the Bankruptcy Code, Bankruptcy Rules, and Local Rules;

27 e) all services for which compensation is sought were professional services on behalf  
28 of the Debtors and not on behalf of any other person;

1 f) MTO is seeking compensation with respect to the approximately 31.7 hours and  
2 \$21,747.00 in fees spent reviewing or revising time records and preparing, reviewing, and revising  
3 invoices for privileged or confidential information during the First Interim Fee Period; and

4 g) MTO has included non-working travel time, whether by airplane or other means of  
5 transportation, in the Fee Application. The time originally recorded by each timekeeper has been  
6 reduced by 50% to effect a 50% discount for non-working travel time. The Specific Matters on  
7 which MTO is advising the Debtors require frequent travel from Los Angeles to northern  
8 California, and other locations, for board meetings, court hearings, meetings related to legislative  
9 and regulatory matters, and investigation of the 2017 and 2018 wildfires, including document and  
10 data collection, and witness interviews.

11 The Debtors have actively worked with MTO to prepare budgets and forecasts of the work  
12 performed by MTO, have authorized the matter categories used by MTO, and have monitored and  
13 reviewed the compensation and reimbursement sought by MTO.

14 Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true  
15 and correct.

16  
17 DATED: July 15, 2019

By: /s/ Seth Goldman

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